

AG Contract No. KR97 2438TRN  
ECS File: JPA 97-177  
Project No.: BR-984(66)P  
TRACS No.: SB358 48D  
Section: Bridge Scour Evaluation  
and Analysis

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF MIAMI

THIS AGREEMENT is entered into 25 November, 1997,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-  
954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
TOWN OF MIAMI acting by and through its MAYOR and TOWN COUNCIL  
(the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 and 28-112 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has authorized  
the undersigned to execute this agreement on behalf of the Town.

3. Congress has authorized appropriations for, but not  
limited to, the construction of streets and primary, feeder and  
farm-to-market roads; the replacement of bridges; the elimination  
of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the Town has been  
selected by the Town; the field survey of the project has been  
completed; and the plans, estimates and specifications have been  
prepared and, as required, submitted to the Federal Highway  
Administration (FHWA) for its approval.

NO. 22065  
Filed with the Secretary of State  
Date Filed: 11/25/97  
Betsy Gayless  
Secretary of State

By: Wicky Haenwood

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the Town by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost are as follows: BRIDGE SCOUR EVALUATION AND ANALYSIS.

Estimated Project Cost	\$ 15,000.00
Federal Aid Funds @ 80%	\$ 12,000.00
Town Funds @ 20%	\$ 3,000.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The cost of the work covered by this agreement is to be borne by FHWA and the Town, each in the proportion prescribed and determined by FHWA.

2. Therefore, the Town agrees to furnish and provide Town funds to the State in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The Town may request the State, as authorized agent for the Town, and all at Town expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work, consisting of, but not specifically limited to, the review and approval of the Town prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the Town, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

4. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

### III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the Town and that the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the work covered by this agreement is to be borne by FHWA and the Town, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, the Town agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

5. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation	Town of Miami
Joint Project Administration	Town Manager
205 S. 17th Avenue - 616E	500 Sullivan Street
Phoenix, AZ 85007	Miami, AZ 85539

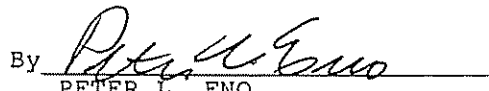
9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

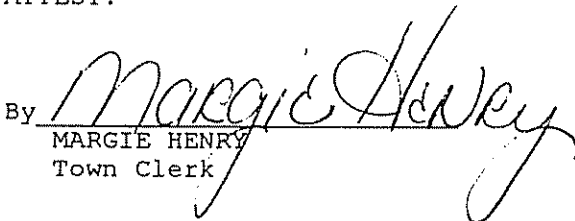
TOWN OF MIAMI

STATE OF ARIZONA  
Department of Transportation

By   
JOE SANCHEZ  
Mayor

By   
PETER L. ENO  
Contract Administrator

ATTEST:

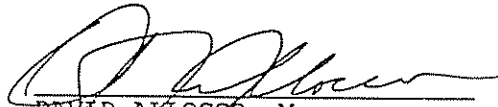
By   
MARGIE HENRY  
Town Clerk

453/141-145  
8oct

RESOLUTION

BE IT RESOLVED on this 8th day of October 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Miami for the purpose of defining responsibilities for conducting bridge scour evaluation and analysis.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in dark ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager  
Engineering Technical Group  
for Larry S. Bonine, Director

REGULAR MEETING OF COMMON COUNCIL OF THE TOWN OF MIAMI, AZ.

October 13, 1997

I. Call to Order

A. The meeting was called to order at 6:45 P.M.

II. Roll Call

A. The following Councilpersons were present: Vice-Mayor Elias Y. Garcia, Councilman Baeza, Councilman Arnold Rojas and Councilman Eugene Porto. Mayor Joe M. Sanchez and Councilman Mike Hawkins were excused. Also present were: Public Works Director Encizo, Police Chief Garcia, Librarian Ciallella, Interim Town Manager Henry and Town Attorney Ortiz.

B. Pledge of Allegiance was led by Councilman Baeza.

C. Invocation was led by Councilman Robert Baeza.

III. Consent Items

A. Motion by Councilman Baeza, seconded by Councilman Porto to approve the following as consent items:

1. Approval of Minutes
2. Demands

Motion passed unanimously.

IV. Reports by Department Heads/Committees

A. Public Works Dept. - John Encizo, Director

a. Nothing to add to the written report.

B. Police Dept. - Luis R. Garcia, Police Chief

a. Nothing to add to the written report.

C. Library - Carol Ann Ciallella, Town Librarian

a. Nothing to add to the written report.

D. Interim Town Manager - Margie Henry

a. Nothing to add to the written report.

E. Town Attorney - Anna Ortiz

a. Nothing to add to the written report.

holiday change for the year 1997 which is the Veteran's Day Holiday for November 28, 1997. Motion carried unanimously.

7. Motion by Councilman Porto, seconded by Councilman Baeza to appoint Sylvia Almedya to the Miami Memorial Library Advisory Board. Motion passed unanimously.

8. Motion by Councilman Porto, seconded by Councilman Baeza to read by title only Ordinance No. 259 - Penalty for Ordinance Violations. Motion passed unanimously. Interim Town Manager read the ordinance by title only "Ordinance No. 259". Motion by Councilman Rojas, seconded by Councilman Porto to adopt Ordinance No. 259. Motion passed unanimously.

Motion by Councilman Porto, seconded by Councilman Baeza to read by title only Ordinance No. 260 - Adopt the General Provisions Language. Motion passed unanimously. Interim Town Manager Henry read the ordinance by title only "Ordinance No. 260". Motion by Councilman Rojas, seconded by Councilman Porto to adopt Ordinance No. 260. Motion passed unanimously.

Motion by Councilman Porto, seconded by Councilman Baeza to read by title only Ordinance No. 261 - Repealing Ordinance No. 165, 145, 166 and 196 Section 3. Motion passed unanimously. Interim Town Manager Henry read the ordinance by title only "Ordinance No. 261". Motion by Councilman Rojas, seconded by Councilman Porto to adopt Ordinance No. 261. Motion passed unanimously.

11. Motion by Councilman Porto, seconded by Councilman Rojas to appoint the new councilperson at the Regular Meeting on Monday, November 10, 1997. Motion passed unanimously

12. Motion by Councilman Porto, seconded by Councilman Baeza to table this item. Motion passed unanimously.

IX. Adjournment - 8:05 P.M.

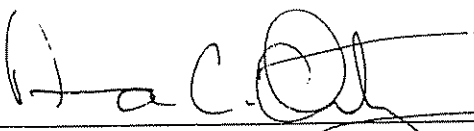
A. Motion by Councilman Rojas, seconded by Councilman Porto to adjourn. Motion passed unanimously.

  
JOE M. SANCHEZ, MAYOR

APPROVAL OF THE MIAMI TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF MIAMI and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 5<sup>TH</sup> day of November, 1997.

  
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Town Attorney



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-2438TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE November 18, 1997.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/8951

Enc.